IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS

REQUEST FOR PROPOSALS SPECIFICATION NO.04-135

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

PARKING MANAGEMENT SERVICES

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **June 2, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Respondents should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

Request for Proposals Professional Parking Management Services City of Lincoln Lincoln, Nebraska

1. REQUEST FOR PROPOSALS

- 1.1 The City of Lincoln, Nebraska, as owner and operator of the Lincoln Municipal Parking Garages hereby requests proposals from interested and qualified Parking Facility Operators desiring to operate the parking facilities for a period of four years, beginning September 1, 2004.
- 1.2 The following instructions are provided as general information to prospective operators concerning the operation of the City of Lincoln parking facilities.
- 1.3 These instructions are not intended to be completely definitive of the proposed contractual relationship to be entered into between the City of Lincoln and the successful Operator.

2. RIGHT TO REJECT ALL PROPOSALS

- 2.1 The City of Lincoln, Nebraska reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal.
- 2.2 Any proposal in conflict with any applicable City, State, or Federal laws, ordinances, rules, regulations, or instructions will be rejected.

3. GENERAL PROVISIONS

- This Request for Proposal does not obligate the City of Lincoln to award the contract to any Operator nor to pay any cost incurred in the preparation of the Proposal submitted in response to this Request.
- 3.2 At the option of the City of Lincoln, one or more Operators may be invited to Lincoln for interview.
 - 3.2.1 Expenses associated with the interview will be solely the responsibility of the Operator(s) so invited.

4. OPERATING OR OWNING COMPETING PROJECTS

- 4.1 All persons or entities submitting a proposal shall indicate if such person or entity, or a Arelated entity@ to such person or entity, owns or operates any other parking facility within Nebraska, for which it has the right to determine the fee for parking or from which it derives a fee based on a percentage of the revenues of such facility.
- 4.2 An entity shall be a Arelated entity@ to another entity if there is common ownership of ten percent or more of the ownership of each entity or if the same individual is an officer in each entity or if an owner of ten percent or more of one entity is an officer in the other entity.
- 4.3 An entity shall be a Arelated entity@ to a person if that person owns ten percent or more of such entity or is an officer of such entity.

5. SUBMISSION OF PROPOSALS

- 5.1 All interested parking management firms must submit proposals to the City of Lincoln Purchasing Agent not later than 12:00 Noon (CST) on date indicated on cover page.
- 5.2 One original and six copies must be submitted.
- 5.3 Each proposal must be enclosed in a sealed envelope showing on the face thereof the name of the Operator, RFP number and addressed to:

Mr. Vince M. Mejer, CPPO, C.P.M. Purchasing Agent 440 South 8th Street, Suite 200, Southwest Wing Lincoln, NE 68508 Telephone (402) 441-8314

- 5.4 Each proposal should contain the following elements:
 - 5.4.1 Satisfactory evidence of having performed this type of service for at least five years.
 - 5.4.2 Samples of reports defined in Section 12.
 - 5.4.3 A description of the management firm.
 - 5.4.4 Definition of your understanding of the Scope of Services.
 - 5.4.5 Description of innovative programs utilized in other facilities managed by your firm.
 - 5.4.6 Describe your customer service programs.
 - 5.4.7 At least three business references whom the City may contact.
 - 5.4.7.1 These references must be current clients and should be municipal or other government units.
 - 5.4.7.2 Include the name, address and telephone number of the appropriate contact person.
 - 5.4.8 The proposed fixed monthly fee to include all services shall be submitted in one separate sealed envelope and shall be included with the proposal response.
 - 5.4.8.1 Normal operating expenses are separate from the fixed monthly fee.
 - 5.4.9 A detailed resume of the proposed resident garage manager.
 - 5.4.10 Completed equal employment opportunity forms.
 - 5.4.11 The last two (2) years of parking facility activity reports for the City of Lincoln parking facilities are available upon request.
 - 5.4.12 Respondents shall submit a description of it=s capacity to, if requested on short notice, rapidly institute temporary services should the current firm default for any reason after a new contract is issued and prior to the scheduled startup.

6. FACILITIES

6.1 The City of Lincoln has the following described premises as automobile parking facilities:

6.1.1 Center Park Garage

- 6.1.1.1 The garage was constructed in 1978 and has a capacity of 1,048 spaces.
- 6.1.1.2 It is located in the core of downtown Lincoln on the southern portion of the block bounded by AO@Street on the north, AN@Street on the south, 11th Street on the west and 12th Street on the east.
- 6.1.1.3 The facility consists of eight tiers of parking with entrances on 11th, 12th, and AN@ Streets and an exit onto AN@ Street with three exit lanes and attendant booths.
- 6.1.1.4 The northern portion of this block is occupied by Energy Square Plaza, a two-level office, education, and retail facility.
- 6.1.1.5 Energy Square is connected by skywalks, bridges, and corridors to adjacent retail and office facilities across 11th and 12th Streets.
- 6.1.1.6 Direct access between the garage and retail portions of the block is available through a bank of three elevators located near the center of the block and through second level connecting bridges across the service way of the northeast and northwest corners of the parking facility.
- 6.1.1.7 In addition to the elevators, vertical pedestrian movement is available in the stair towers in all four corners of the garage.
- 6.1.1.8 This structure also contains a daytime infant and toddler center operated by Cedars.
- 6.1.1.9 The Center Park Garage provides parking for employees, students, and patrons of downtown Lincoln.

6.2 Cornhusker Square Garage

- 6.2.1 The Cornhusker Square garage was constructed in 1984 and has a capacity of 405 cars.
- 6.2.2 It is adjacent to a 300 room hotel, a 1,200 seat convention center, and a seven story office building.
- 6.2.3 This complex is located in the core of downtown Lincoln on the western portion of the block bounded by AM@ Street on the north, AL@ Street on the south, 12th Street on the west, and 13th Street on the east.
- 6.2.4 The facility consists of four floors of parking with an entrance on AL@ Street and an exit on AM@ Street.
- 6.2.5 The AM@ Street exit has two exit lanes.
- 6.2.6 Connection to all floors of the parking garage is via a public atrium connecting the garage to the downtown skywalk system via a skywalk across AM@ Street.
- 6.2.7 The garage provides parking for patrons of the hotel, for business activities of the office complex, patron parking for the convention center, as well as hourly and monthly parking for patrons of commercial and business activities in downtown Lincoln.

6.3 University Square Garage

- 6.3.1 This 430 space garage was opened in April 1990 and serves office, residential, and entertainment related customers.
- 6.3.2 It is located on 14th Street between AO@ and AP@ Streets in downtown Lincoln.
- 6.3.3 There are two entrance locations on AP@ Street and 14th Street, with exiting on AP@ Street.
- 6.3.4 The street level retail space is leased privately and is not part of the City=s operation.

6.4 Que Place Garage

- 6.4.1 This facility opened in 1994, with additional spaces added in 1999/2000, and offers 773 spaces.
- 6.4.2 The garage is located on the south side of AQ@ Street between 11th and 12th Streets.
- 6.4.3 The main entry and exit operations are on 11th Street, and a exit lane on 12th Street.
- 6.4.4 It is connected to a skywalk to the Embassy Suites Hotel located on the block between AP@ and AQ@ Streets and 10th and 11th Streets.
- 6.4.5 The garage provides parking for downtown employees, Embassy Suites Hotel and Conference Center, the University of Nebraska, the University Lied Center, and general downtown entertainment customers.

6.5 Carriage Park Garage

- 6.5.1 The garage was built in 1995 with a capacity of 710 spaces.
- 6.5.2 It was constructed to support expansion of the Cornhusker Hotel Conference Center
- 6.5.3 It is located on the north side of AL@ Street between 11th and 12th Streets and is connected by skywalk to the Cornhusker Square Garage. Customers include downtown employees, and visitors and attendees of the Cornhusker Hotel and Conference Center.

6.6 Market Place Garage

- 6.6.1 The garage was built in July, 2000 with a capacity of 400 spaces.
- 6.6.2 It was constructed to support the parking needs of the Embassy Suites Hotel and Conference Center.
- 6.6.3 It is located on the south side of AQ@ Street between 9th and 10th Streets.
- 6.6.4 It is connected to a skywalk to the Embassy Suites Hotel located on the block between AP@ and AQ@ Streets and 10th and 11th Streets.
- 6.6.5 Customers include hotel visitors, conference and restaurant attendees, downtown employees, and customers.

6.7 Haymarket Garage

- 6.7.1 The garage was built in September, 2001 with a capacity of 440 spaces.
- 6.7.2 It was constructed to support the parking needs of the Haymarket Historic District.
- 6.7.3 It is located on the north side of the street at the corner of 9th and AQ@.
- 6.7.4 It has 3,000 sq. ft. of retail space with entrances on AQ@ Street.
- 6.7.5 Customers will include visitors, conference and restaurant attendees, and Haymarket employees.

6.8 Lincoln Station South Lot

- 6.8.1 This lot is located south of the Lincoln Station on 7th Street between AO@ and AR@ Streets.
- 6.8.2 The lot provides metered and monthly parking and has a total of 93 spaces.
- 6.8.3 The lot provides parking for employees and visitors to the Haymarket area.

6.9 Iron Horse Lot

- 6.9.1 This lot is located north of the Lincoln Station on 7th Street between AO@ and AR@ Streets.
- 6.9.2 The lot provides 160 spaces for both monthly and hourly parking.
- 6.9.3 The lot is a gated facility with a cash machine, card reading system, and has the option to be operated as a cashiered facility.
- 6.9.4 This lots provide parking for employees and visitors to the Haymarket area.

6.10 Lumberworks Lot

- 6.10.1 This is a 64 space parking lot located on the southeast corner of 7th and AO@ Street.
- 6.10.2 It is a gated facility with a cash machine and card reading system to provide monthly parking in the daytime and hourly parking in the evenings and weekends.
- 6.10.3 Customers include Haymarket area employees and customers.

6.11 **Federal Garage**

- 6.11.1 The garage is located on the block bounded by AO@ and AP@ Streets, 16th Street, and Centennial Mall.
- 6.11.2 The City leases 255 spaces in this facility for evening and weekend parking to serve Pershing Auditorium patrons.
 - 6.11.2.1 There are approximately 20 events per year.

7. HOURS OF OPERATION

- 7.1 All facilities, except the Federal Garage, are available to the public 24 hours per day, 7 days per week.
- 7.2 Garage and lot specific hours of operation are listed as follows:

7.2.1 Center Park Garage

- 7.2.1.1 Cashiered 6:00 a.m. to 12:00 a.m., Monday through Friday.
- 7.2.1.2 Additional hours of operation include times during special events and as conditions dictate.

7.2.2 Cornhusker Square Garage

7.2.2.1 Cashiered 24 hours per day, seven days per week.

7.2.3 University Square Garage

- 7.2.3.1 Cashiered 24 hours, Monday through Saturday, and Sundays 6:00 a.m. to 11:00 p.m.
- 7.2.3.2 Additional hours of operation include times during special events and as conditions dictate.

7.2.4 **Que Place Garage**

7.2.4.1 Cashiered 24 hours per day, seven days per week.

7.2.5 Carriage Park Garage

- 7.2.5.1 Cashiered 8:00 a.m. to 11:00 p.m., Monday through Saturday and Sundays.
- 7.2.5.2 Except for the monthly customers, much of the business is dependent on the activities in the Cornhusker Hotel & Conference Center.

7.2.6 **Lincoln Station South Lot**

- 7.2.6.1 Lincoln Station South is currently monthly parking and meter parking from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
- 7.2.6.2 Monthly parking is distinguished by hang tags.
- 7.2.6.3 The lot is metered and requires only periodic visits and maintenance.

7.2.7 Lumberworks Lot

7.2.7.1 Fully automated and requires only periodic visits each day by personnel, except during special events and the Farmers Market.

7.2.8 **Federal Garage**

- 7.2.8.1 The Operator will be responsible to prepare the monthly schedule and staff the facility for special events at Pershing Auditorium.
- 7.2.8.2 The Operator bills the City monthly for actual staffing hours.

7.2.9 **Havmarket Garage**

- 7.2.9.1 Cashiered 6:00 a.m. to 12:00 a.m., Monday through Thursday, and 6:00 a.m. to 2:00 a.m. on Friday and Saturday.
- 7.2.9.2 Additional hours of operation include times during special events and as conditions dictate.

7.2.10 Iron Horse Lot

7.2.10.1 Fully automated and requires only periodic visits each day by personnel, except during special events and the Farmers Market.

8. PARKING RATES

- 8.1 Parking rates for aforementioned facilities are determined by the City of Lincoln.
- 8.2 The current rates are listed below.

Category	As of 8/1/2004
Garages	
First Hour	1.00
Additional Hours	.75
All Day	5.50
Regular Monthly	60.00-65.00
Reserved Monthly	70.00-75.00
Secured Monthly	75.00-80.00
Lincoln Station Lots	
Hourly	.50
Monthly	45.00
Lumberworks Lot	
Evening/Weekends	1.50
Monthly	45.00
Federal Garage	
Evenings/Weekends	3.00-5.00
On-Street	
Meters	.50/hour

- 8.3 These rates can be changed at the discretion of the City.
- 8.4 Monthly parking is leased on a 30 day basis.
- 8.5 All garages participate in the Park & Shop, and Star Park program; validation systems supported by downtown merchants and parking facilities

9 PERSONNEL

- 9.1 Operator shall have sufficiently trained personnel on duty at all times for the proper operation, maintenance, security, and management of the parking facility.
- 9.2 Parking Manager shall work a minimum of 40 hours per week, and when not available, shall delegate responsibilities and authority to a capable and responsible person, approved by the City.
- 9.3 Parking Manager is responsible for the operation of the parking facilities and must operate them as directed by the City of Lincoln.

- 9.4 Parking Manager must be available to the City for consultation on matters relating to the operation of the facilities and shall be responsible for implementing changes requested by the City.
- 9.5 The Manager shall be retained by the Operator with approval by the City.
- 9.6 The Operator shall select all on-site personnel.
 - 9.6.1 The City shall have approval authority for all job qualification descriptions and may, for just cause, require the replacement of any employee.
- 9.7 Any expenses relating to the hiring process shall be the Operator=s.
- 9.8 All parking employees will be trained by the Operator at the Operator=s expense.
- 9.9 All parking attendants must be City approved uniformed while on duty.
- 9.10 Salary and salary adjustments for the Parking Manager and staff are subject to prior approval by the City.

10. GENERAL RESPONSIBILITIES

- 10.1 Operator shall be responsible for the day-to-day operations of the facilities; shall maintain the facilities in a clean, orderly manner, in accordance with the City standards, and as necessary for the proper operation and care of the facilities.
- 10.2 Operator shall maintain the premises neat and clean at all times, including all sidewalk areas adjoining the facilities and shall advise the City of their general condition and repair from time to time as appropriate, or as requested.
- 10.3 Operator shall keep and maintain the Municipal Parking Facilities, its fixtures and equipment, including traffic control equipment, at all times in good condition and repair, with ordinary wear and tear expected.
 - 10.3.1 Operator shall perform preventive maintenance on all equipment in accord with manufacturers recommendations.
 - 10.3.2 The maintenance of parking control equipment shall be through a maintenance service contract, approved by City or by a competent staff person.
 - 10.3.3 The expense of such maintenance and repair shall be charged as an item of operating expense as provided in the contract agreement.
 - 10.3.4 Any maintenance and repair which is made necessary as a result of the negligence or carelessness of the Operator, or its agents or employees, shall be the exclusive responsibility of and be repaired or replaced by the Operator at no cost to the City of Lincoln.
 - 10.3.5 The City is responsible for all replacements or additions to the parking equipment.
- 10.4 Operator shall inform the City immediately of any defect in condition or operation of the facilities.
- 10.5 Operator shall recommend changes in the operation, maintenance, graphics, or security procedures deemed necessary or desirable.
- 10.6 Operator shall, at all times, comply with all applicable Federal, State, and City laws and ordinances, as well as all rules, regulations, and instructions which the City may impose.
- 10.7 All necessary supplies, materials, and equipment will be purchased in accordance with the City of Lincoln purchasing ordinances and Municipal Code, unless approved by the City=s Purchasing Agent.

- 10.8 All purchases and payments will be made through the City=s Purchasing Division.
- 10.9 A purchasing manual is available from the Purchasing Agent upon request.
- 10.10 Operator shall make available to the City the benefit of any savings resulting from the volume purchasing of items, such as garage forms, equipment, and supplies, for which the firm has national contracts.

11 ACCOUNTING AND REPORTING

- Operator, as part of the management fee, shall install and maintain a suitable, complete, and separate bookkeeping and accounting system covering all parking facilities, sufficient to provide reports identified in Section 12, as well as utilizing the City-s financial system and McGann Parking Management Software with Integrated Accounts Receivable as instructed by the City.
 - 11.1.1 The books and accounts shall, at all times, be open to inspection by the City or its authorized representatives.
- Operator shall provide daily deposits on all parking receipts to the credit of the City Treasurer in a bank designated by the City Treasurer.
- Operator shall submit to the City all operating expenses paid by the Operator, and the City shall reimburse the Operator for all properly incurred operating expenses which relate to the operation of the parking facilities.
 - 11.3.1 Said expenses shall include, but not be limited to, the cost of labor, salary of the resident manager, payroll taxes, and uniforms.

12. MANAGEMENT FEES

- As compensation for performing the required services, the City will pay the Operator a fixed monthly fee which shall be full compensation for the Operators service.
 - 12.1.1 Alternate fee proposals will be accepted, however, respondents must submit as to the original proposal request.
 - 12.1.2 The fee for operating the Federal Garage should be a separate, hourly rate.
- 12.2 The City operates on a cash basis financial system.
- 12.3 Operator=s reports must be on a cash basis.
- 12.4 Financial and operating records and information will be provided at no additional cost to the owner.
- 12.5 Examples of such reports include, but not limited to:
 - 12.5.1 Accounts receivable details
 - 12.5.2 Bank deposits by facility
 - 12.5.3 Payroll
 - 12.5.4 Inspection and audit
 - 12.5.5 Budget projections
 - 12.5.6 Monthly and hourly revenue
 - 12.5.7 Daily operating reports by facility
 - 12.5.8 Monthly operating and financial report in computerized format, to include the following but not limited to:
 - 12.5.8.1 Peak and average usage per facility for monthly and hourly parkers
 - 12.5.8.2 Average hourly turnover rates
 - 12.5.8.3 Total lease parkers
 - 12.5.8.4 Total revenue by type

- 12.5.9 Monthly floor plan information including key card numbers, name of customer, facility assigned to, number of vehicles, total amount billed, and lease rate for each vehicle.
- 12.5.10 Annual fixed assets report
- 12.5.11 Annual rate survey of all parking facilities in Central Business District
- 12.6 Operating Reports
 - 12.6.1 Detailed reports of business activities should be completed.
 - 12.6.1.1 The format of the reports is based on the discretion of the City.
 - 12.6.2 The reports need to contain the following elements:
 - 12.6.2.1 A monthly report which identifies tickets by hours parked.
 - 12.6.2.2 A monthly report which would include, but is not limited to the following items:
 - 12.6.2.3 Total and average parking ticket type by month and year.
 - 12.6.2.4 Average hourly turnover rates.
 - 12.6.2.5 Total lease parkers.
 - 12.6.2.6 Average percent of occupancy by monthly, transient and total.
 - 12.6.2.7 Total ticket revenues.
 - 12.6.2.8 A monthly floor plan report that tracks the number of key cards used along with available cards, damaged and/or lost and the following:
 - 12.6.2.9 Monthly parkers by account number.
 - 12.6.2.10 Name of lot users.
 - 12.6.2.11 Number of vehicles.
 - 12.6.2.12 Total amount billed.
 - 12.6.2.13 Storage rate for each vehicle.
 - 12.6.2.14 Customer names, addresses, and telephone numbers.

12.7 New Facilities

12.7.1 If new City parking facilities are constructed and/or acquired during this contract period, the Operator shall negotiate with the City for management of the new facilities at an additional fee not to exceed the per space rate for the existing contract.

12.8 Operator Software

- 12.8.1 Software purchased and used by the operator shall be compatible with the software used by the City in order to necessitate the electronic exchange of information and records.
 - 12.8.1 Currently, the City is uses J.D. Edwards Financial Systems software.

13. PASS THROUGH COSTS

13.1 Insurance

13.1.1 The Operator shall purchase insurance for the benefit and protection of the Operator and the City, of types listed below and such other coverage as the City and Operator may deem advisable at minimum limits shown and from such carriers as may be mutually agreeable, in accordance with the attached insurance schedule.

Туре	Minimum Requirement
Statutory Worker=s Compensation	Per State Law
Comprehensive General Liability with Bodily Injury Limits	\$2,000,000 per occurrence \$2,000,000 aggregate
Personal Injury Limits	\$1,000,000 per person aggregate \$1,000,000 general aggregate
Property Damage Limits	\$1,000,000 aggregate
Employee Fidelity Bond	\$100,000
Garage Keeper=s Insurance	\$250,000 per facility

- 13.1.2 Garage keeper=s insurance is comprehensive coverage written on a Adirect coverage primary basis@ with an endorsement stating Ait is understood and agreed that collapse of the building and any damage resulting there from will be a covered peril under the comprehensive coverage@.
- 13.1.3 Coverage shall be subject to not more than a \$250 deductible, for each automobile, nor more than a \$1,000 deductible per occurrence at minimum limits.
 - 13.1.3.1 Deductibles shall be paid for by the management firm.
- 13.1.4 The City of Lincoln shall be named additional insured under this policy.
- 13.1.5 The Operator shall provide copies to the City certificates of insurance of all insurance policies specified herein.
- 13.1.6 No Policy may be canceled or non-renewed within thirty (30) days written notice to the City.
- 13.1.7 The City retains the right to purchase insurance directly.

13.2 Office Space

- 13.2.1 The Operator shall lease office space that meets the requirements outlined in Section 13.2.
 - 13.2.1.1 Any space needed by the Operator to conduct company business not related to the City will be the responsibility of the Operator.
 - 13.2.1.2 The office shall be located in downtown Lincoln and have convenient access to ground level sidewalk or skywalk systems, and be within a reasonable walking distance of City garages.
 - 13.2.1.3 Adequate space will be provided for a customer service area to serve three walk-in customers at time.

- 13.2.1.4 The office shall be handicapped accessible.
- 13.2.1.5 The space shall include two private rooms-one for meetings and training, and one to be used as a secure area to count money and prepare bank deposits.
- 13.2.1.6 The Operator shall receive written approval of the Director of Public Works and Utilities indicating the City=s concurrence in the location of the space, prior to leasing the space.
- 13.3 The Operator will submit a budget for the following pass through items:
 - 13.3.1 Insurance as listed in section 13.1 broken out separately.
 - 13.3.2 Tickets
 - 13.3.3 Uniforms
 - 13.3.4 Equipment Maintenance

14. SCHEDULE AND SELECTION PROCESS

- 14.1 All proposals will be reviewed by a City selection committee.
 - 14.1.1 Interviews will be conducted with **selected** firms.

14.1.1 Proposed Schedule

May 12, 2004

June 2, 2004

June 10 or 11, 2004

June 19-21, 2004

July 2004

September 1, 2004

Mail RFP=S

Oral Interviews

Negotiations

Execute Contract

New Contract Begins

- 14.2 A firm will be selected and negotiations for a contract beginning September 1, 2004 will commence.
- 14.3 The contract period shall be for four years ending on August 31, 2008.
- 14.4 Selection of the Operator will be made based upon the following selection criteria.
 - 14.4.1 The criteria includes, but is not limited to:
 - 14.4.1 Satisfactory evidence of the Operators experience and ability to manage parking facilities.
 - 14.4.2 Operator=s specialized abilities which might benefit this operation, including familiarity with local conditions and needs.
- 14.5 Interviews will be conducted with the top firms.
- 14.6 The City of Lincoln, in issuing this Request for Proposals, is not bound to accept the lowest, or any other proposal, reserves the right to reject any or all proposals, and investigate qualifications and experience of any proposer or to obtain new proposals.
- 14.7 Questions regarding this Request for Proposals, as it relates to the operations of the Parking systems must be made in **WRITING** to:

Kenneth D. Smith, City Parking Manager City of Lincoln, Dept. of Public Works and Utilities 555 South 10th Street Lincoln, NE 68508 Fax (402) 441-8609 ksmith@lincoln.ne.gov

cc: Vince M. Mejer
Purchasing Agent
440 South 8th, Suite 200
Lincoln, NE 68508
Fax (402)441-6513
vmejer@lincoln.ne.gov

COMPANY NAME_

PROPOSAL

SPECIFICATION NO. 04-135

OPENING TIME: 12:00 NOON DATE: June 2, 2004

The undersigned having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Request for Proposal, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the

	or the below listed fees for the performance of this Specification, complete in every runit prices listed below.
	fication numbers through are hereby acknowledged. Failure of any specifications shall not relieve the respondent from any obligations specified in the ent.
FIXED MONTHLY FEE \$	
Policy (Contract Compliance, Sec. 1.16). The Equal Opp	nt will be required to comply with the provisions of the City's Affirmative Action ortunity Officer will determine compliance or non-compliance with the City's policy ful respondents equal opportunity policies, procedures and
	represents and warrants that he has full and complete e City, and to enter into a contract if this proposal is
RETURN 8 COMPLETE COPIES	OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE:	SEALED PROPOSAL FOR SPEC.04-135
COMPANY NAME	BY (Signature)
STREET ADDRESS or P.O. BOX	(Print Name)
CITY, STATE ZIP CODE	(Title)
TELEPHONE No. FAX No.	(Date)
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVERY DAYS
TERMS OF PAYMENT	<u> </u>

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof
- 1.4 Anyperson signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/ hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/ hardware/equipment/ systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the Citydeem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

- including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodilyinjury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

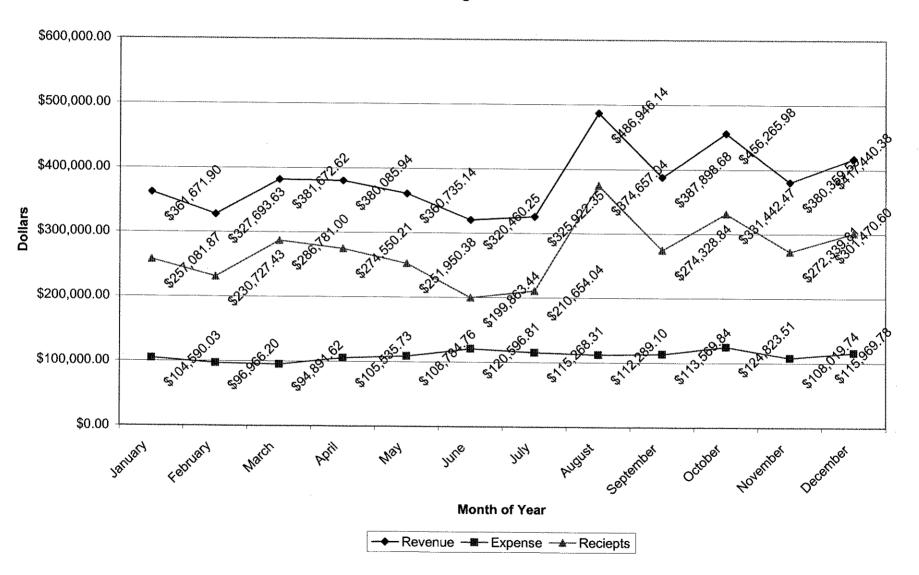
11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

City of Lincoln – Operator's Financial Stream

2003 Monthly Operator's Financial Stream PW&U-Parking Services



Typical Personnel Schedule – One week 05/02/04

Carriage Park

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Jane Hulit	8-4	8-4	8-4	8-4			
Tom O'Brien	10-4	10-4				8-4	9-3
Teresa O'Connor					8-4		
Meron Tsegaye	4-10	A Managament Association Control			4-10		
Mike Kula		4-10		4-10			
Gayle Mandell			4-10			~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
Yeshumnesh Gebrehana						4-C	
		410000000000000000000000000000000000000		· V-t			
							(updated 5-5-04

Center Park

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Dawn Crist	8-4	8-4	8-4	8-4	8-4		
Traci Lehl	8-4	8-4	8-4	8-4	8-4		
Ray Schmidt	4-12	4-12	4-12	4-12	4-C		
Carleen Rogers	4-9	······································		4-9			
Beth Meier		4-9					
Dan Kifle			4-9				
Mike Kula			•		4-9		
Sam Rupp	4-7	4-7	4-7	4-7	4-7		

Cornhusker Square

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mary Lehl	8-6	8-6	8-6	8-6			
Rosetta Agena	8-4	8-4			8-4	8-4	8-4
Steve Barber			10-6	10-6		****	
Jane Hulit	***************************************				8-4		
Tom Yearley						8-4	8-4
Yeshumnesh Gebrehana	4-12	4-12	6-12				
LaDonna Walters	6-12						
Aaron Aupperle		6-10	6-12	6-12			
Beth Meier				6-12	4-12		4-12
Diane Keller					4-12		
Deb Hernandez						4-12	
Eric Wahl						4-12	
Amanda Steggall	12-8	Seculiarity.				12-8	
Melvin Rahe		12-8	12-8	12-8	12-8		12-8

Haymarket

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Phyllis Rockefeller	8-4	8-4	8-4	8-4	8-4	Man and p. (1)	
Derek Thompson						8-4	10-6
Matt Goeken	4-11	4-11		- Walter Harris Andrews Company			
Deb Hernandez							6-10
Doug Smith			4-11	4-C	4-C		
Open			. 770		4.004	4-C	

Cashier's Schedule

Iron Horse

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Gayle Mandell					. *************************************	7-1	

Market Place

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Buoi Nguyen	8-4	8-4	8-4	8-4	8-4	with the conduction	
Josephine Robinson				AAMIMATATA TARAFA T		8-4	8-1
Doug Smith	4-12	4-12		-		W	
Jay Czumble			4-12	4-12	4-12	4-12	
Rodney Watts	4-12	4-12				•	
Deb Hernandez			4-12				
James Pelter		***************************************		4-12			
Charlie Schlievert					4-12	4-12	
Lonnie Mauer		12-8	12-8				-
Amanda Steggall				12-8	12-8		12-8
Roger Wyatt	·······			***	-	12-8	

Que Place

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Betty Brown	8-4	8-4	8-4	8-4	8-4		
Jim Cashin	12-4	10-4	10-4	10-4			
Anne Dake				···	8-4		
Becky Raff						2-12	
Tonja Martin			*************************************	·			8-4
Pat Books	5-12				5-12	8-4	8-4
Diane Keller	4-12	4-12	WHITEININ CONTRACTOR C	4-12		4-12	
Mike DiValentino		4-12	4-12	4-12	4-12	8-2	
Matt Goeken		*****	4-12				
Rodney Watts							4-12
Eric Wahl							4-12
Everett Lawton	12-8	12-8					
Suzanne Merrill		·	12-8	12-8	12-8	12-8	12-8

University Square

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Gloria Eichmann	8-4	8-4	8-4	8-4	8-4		
Teresa O'Connor	*8-4					8-4	
Josephine Robinson		8-4	8-4	8-4			
Jared Thompson	4-C	4-C				4-C	5-C
Deb Hernandez		4-C			8-4		
Rodney Watts			4-C	4-C			
James Pelter			4-C			4-C	5-C
Matt Goeken				4-C	4-C		
Dan Kifle					4-C		8-5
Eric Wahl	4-C			12-8	12-8		
Everett Lawton		,	12-8			12-8	12-8
Roger Wyatt		12-8					

Manager's / Office Schedule

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Operations Manager							
Chris Heggestad	8-5	8-5	8-5	8-5	8-5		
Assistant Operations / Personn	el Manager						
Joe McKibbon	8-5	8-5	8-5	8-5	8-5		
Office Manager							
Kiley Schumacher	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	11.000	
Assistant Office Manager							
Jenny Mayr	8:30-5:30	8:30-5:30	8:30-5:30	8:30-5:30	8:30-5:30	***************************************	
Receptionist			V-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
Tawny Thimijan	8-5	8-5	8-5	8-5	8-5	V. MILLON	
Auditor							
Terisa Stasch	8-4	8-4	8-4	8-4	8-4	Mank VIII will be the second s	
Daytime Cashier Supervisor / Fa	cility Supervisor						
Stephen Mirowski	7-4	7-4	7-4	7-4	7-4	***************************************	
Evening / Weekend Cashier Sup	ervisor		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			
Perry Tunks	-		2 _{pm} -10 _{pm}	2 _{pm} -10 _{pm}	2 _{pm} -10 _{pm}	7 _{am} -3 _{pm}	9 _{am} -4 _{pm}
Evening / Weekend Cashier Sup	ervisor						J
Jodi Panko	4 _{pm} -12 _{am}	4 _{pm} -12 _{am}				3am-2am	4 _{pm} -12 _{am}

Maintenance & Custodial Schedule

Daytime Maintenance / Custodial

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
George Zwiebel	7 _{am} -3 _{pm}	7am-3pm	* 1 ***********************************				
Chandra Darden	7 _{am} -3 _{pm}	7am=3pm	7 _{am} -3 _{pm}	7 _{am} -3 _{pm}	7 _{am} -3 _{pm}		***************************************
Larry Sanchez	7 _{am} -3 _{pm}	7am-3pm	7 _{am} -3 _{pm}	7 _{am} -3 _{pm}	7 _{am} -3 _{pm}	***************************************	
Lucy Espinoza	7 _{am} -3 _{pm}		×				

Overnight Maintenance / Custodial Supervisor

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Scot Mooney			8 _{pm} -4 _{am}	8 _{pm} -4 _{am}	10 _{pm} -6 _{am}	10 _{pm} -6 _{am}	8 _{pm} -4 _{am}

Overnight Maintenance / Custodial

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
John Griggs			8 _{pm} -4 _{am}	8 _{pm} -4 _{am}	10 _{pm} -6 _{am}	10pm-6am	8 _{pm} -4 _{am}
Gilbeto Ochoa		-	8 _{pm} -4 _{am}	8 pm -4 am	10 _{pm} -6 _{am}	10 _{pm} -6 _{am}	8 _{pm} -4 _{am}
Brandon Steggall			8 _{pm} -4 _{am}	8 pm -4 am	10 _{pm} -6 _{am}	10 _{pm} -6 _{am}	8 _{pm} -4 _{am}

Maintenance Manager / Technician

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Albert Tran	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm	6am-2:30pm		

Other Employees

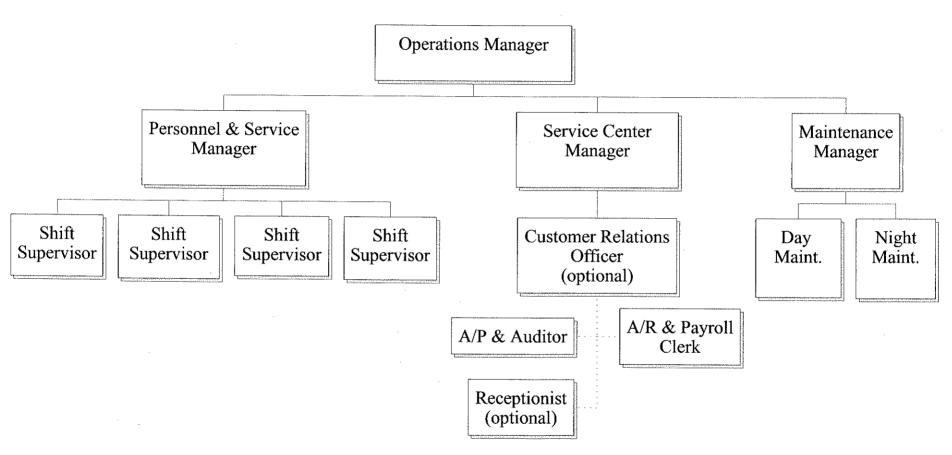
Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Lois Mort							
Patty Meyer							
*Greg Lokie							
						19.10	***************************************

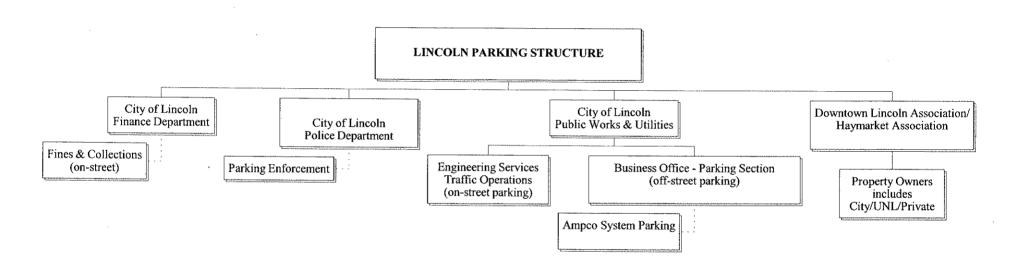
Officers - University Square

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Charles Marti				9:30-2:30	9:30-2:30	9:30-2:30	***************************************
Chad Barrett					9:30-2:30	9:30-2:30	
Chris Milisits		***************************************			- 1		V
Bill Koepke					274		
Forrest Dalton		•					

City of Lincoln – Organization Charts City & Parking Operator

Parking Management's Organizational Chart





PUBLIC WORKS & UTILITIES DEPARTMENT FY 2004 · 2005 STRATEGIC PLAN

BUSINESS OFFICE DIVISION - PARKING SECTION

MISSION

The Parking Section uses appropriate management and planning strategies to promote accessible, affordable, clean, safe, and economically viable parking facilities for the City. The section supports existing and future land uses, assists with the City's economic development initiatives, and preserves parking by providing adequate and high quality parking resources and related services for all users while maintaining and/or increasing revenues to support planned parking developments.

VISION

Over the next several years community growth and development will stress the existing parking system, bringing more demand as focus shifts to building a stronger economic base for the City. The Parking Section will need to meet escalating public demands by increasing the system's efficiency, accountability, and by utilizing necessary training, technologies, and modern equipment to improve parking facilities and equipment. The Parking System will use careful and prudent development to expand the parking system and continue to efficiently serve the public with the highest standards of quality, safety, and responsiveness while becoming more effective for all citizens, business owners and visitors.

STATEMENT OF VALUES

We are a dedicated professional team that believes in serving our diverse customers and the Lincoln community in a timely, efficient, and respectful manner. Above all, we are highly adaptable and flexible, always responsive to changing needs while remaining proactive and accountable.

ISSUES AND CHALLENGES

- Lack of knowledge by the public results in misunderstanding the parking system's role, accessibility, and availability. This may in turn contribute to lower revenues and more public concerns due to confusion about availability and access of parking services.
- Recent parking studies indicate a growing demand for parking spaces on the eastern edge of downtown and the Antelope Valley. New revenues will be needed to build future structures while maintaining affordable rates.
- Due to continued downtown development without commensurate technical updates in parking garages prevents the existing system from providing fast, efficient, and reliable services. This frustrates the public, adds to citizen complaints, and potentially impacts downtown economic development.
- Data systems have not kept up with technological advances in the parking field, resulting in inefficient use of resources, reduced control, and less fiscal accountability.

- Growth in demand on the parking system, coupled with a limited budget, has curtailed pay for employees/cashiers, limited time for effective customer service, and has created an ongoing inexperienced worker base. This reduces efficiency, hampers system effectiveness, and inhibits overall productivity- all of which hurt public image with taxpayers.
- The system is viewed by many as disconnected, fragmented, and criticized by the existing onstreet parking management effort. The City of Lincoln's parking system, both on-street and off-street, needs to be re-defined and re-developed using appropriate parking management strategies. This re-engineering would promote compliance with a general mission and goals of a unified system and establish an adequate budget to address the operating requirements of the complete unified parking system.

LONG TERM GOALS

- To increase the effectiveness and efficiency of the City's current parking system
- To increase the overall system usage and revenue
- To reduce the number of citizen complaints from the public and the business community
- To increase the general technical capability of the City's parking system
- To reduce the turnover among parking system employees and increase the tenure of technical employees
- To increase public knowledge and understanding of the parking system, its locations, and its use
- To reduce the redundancy of information being provided by different department/sections by have a single source responsibility center for parking

FY 2004-05 PROGRAM OBJECTIVES

Increase the number of hits on the City's 'Parking' website and make it easier to access and gather information.

- > Incorporate a map displaying the names and locations of each garage
- > Institute a way-finding system
- > Include rates, locations, regulations, and monthly applications for garages
- Develop a parking web page, which includes both public and private facilities
- > Incorporate payment options, account access, and waiting list for on-line customers

Increase the overall awareness of the public's perception by education of the available parking in downtown Lincoln and creating a unified parking theme, which includes both public and privately owned facilities.

- Advertise facilities through the use of banners, signs, and brochures
- > Develop a parking hotline for customers
- > Circulate a newsletter to inform clients of events, changes, etc.
- > Improve visibility of meter time limits
- > Create a user-friendly parking website

Increase efficiency of customer method of payments by making existing parking more productive with new technology.

- > Allow customers to pay with credit cards
- > Connect all garages to a single server to obtain real-time data for management revenue control
- > Introduce pre-paid parking cards
- > Evaluate existing and develop new parking validation programs

Use parking as a catalyst for economic development in downtown Lincoln to increase garage patronage.

- > Encourage downtown businesses to utilize new validation services
- > Provide parking brochures in downtown hotels, shops, and businesses
- Explore options for alternative modes of transportation that incorporate parking facilities multimodal facilities. Especially, as it relates to sighting a new facility in east downtown and Antelope Valley.

Develop marketing strategies to expand monthly leases and encourage relocation of monthly parkers from Que Place, Center Park, and University Square.

- Adjust the rate structures of each garage accordingly
- > Offer monetary incentives to increase usage of identified parking facilities
- Provide additional services to parkers
- > Update phone book listings
- > Add valet services for special events
- > Increase rates for special events and peak demand periods

ACTION/STRATEGIES

- Recognize that parking is a business and a service, and as such, must follow a business model.
- Provide sufficient parking to service existing land uses.
- Provide safe, clean, well-lit and attractive parking facilities.
- Promote turnover of on-street downtown parking spaces.
- Promote easy access to parking destinations.
- Employ the least offensive and most understandable parking management strategies.
- View parking as infrastructure to spur economic development.
- Deliver and maintain on and off-street parking services from a single source responsibility center.
- Recognize that on and off-street parking needs to be managed by an experienced public sector parking professional.
- Preserve the most convenient and proximate parking spaces for short-term parking patrons, presumably retail parking patrons.
- Encourage long-term parking patrons, presumably office and retail employees, to park in spaces that are less proximate to their destinations.
- Promote a consistent look so that public parking could be easily identifiable.
- Maintain a high level of structural maintenance for public parking facilities.
- Encourage the construction of parking lots and structures that aesthetically integrate and functionally serve the environment in which they exist.
- Promote interaction with other agencies to improve coordination of the City's overall goals for an "accessible" downtown.
- Have a single primary contact (department/division) at the City for parking needs.
- Maintain and track complaints received to assess the level of customer service being provided by parking.
- Reduce the burden on the parking patron by developing guidelines and a tracking system for the enforcement process through adjudication and payment, and be able to provide a complete audit trail throughout the process.
- Assess and monitor the collection procedure so that collection districts could be correlated with the amount of enforcement, ticket production, and personnel to assess needs and tactics on staff deployment and the overall enforcement focus.
- Set rates that are sufficient to fund activity to meet the adopted goals and objectives of the parking system.
- Manipulate and control the elements and processes associated with the management and operation of the parking system.
- The revenue potential of meter programs requires that it be managed as a profit center by measuring all aspects of performance, by being competitive, and by being flexible to meet changing needs.
- Provide a presence of global knowledge of the parking system.
- Set aside sufficient revenue for property acquisition and future development.
- Set aside sufficient revenue for system maintenance and other future capital expenditures.

- Examine the current and future parking requirements for an extensive section of traditional east downtown for sighting a new parking facility.
- Examine the anticipated parking needs and recommend possible locations for a new parking facility to serve a portion of the Antelope Valley Redevelopment Area.

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Approved as to Form and Legality:

Staff Review Completed:

Administrative Assistant

Introduce: 8-14-00

RESOLUTION NO. A- 80358

BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

That the "Management Agreement For City of Lincoln Parking Facilities" a copy of which is attached hereto, marked as Attachment "A" and made a part hereof by reference, under which Ampco System Parking will manage the parking facilities of the City of Lincoln for a four-year term upon the terms and conditions as set forth in said Agreement is hereby approved and the Mayor is authorized to execute the same on behalf of the City.

The City Clerk is directed to transmit one copy of the executed original Agreement to Ampco System Parking, 1459 Hamilton Avenue, Cleveland, Ohio 44114 and a copy of the Agreement to the Director of Public Works and Utilities.

Introduced by:

AYES: Camp, Cook, Fortenberry,

Johnson / McRoy, Seng, Shoecraft;

NAYS: None

APPROVED

AUG 24 2001

MAYOR

ADOPTED

AUG 21 2000

By City Council

City Council Introduction: August 14. 2000

Bill Number OOK - J2()

Public Hearing: August 21, 2000

FACT SHEET

TITLE: Parking Management Contract

SPONSOR: Public Works & Utilities

OPPONENTS: Unknown

OTHER DEPARTMENTS AFFECTED:

STAFF RECOMMENDATION: For

APPLICANT: Public Works & Utilities

REASON FOR LEGISLATION: Authorizing the Mayor to approve a 4-year agreement with AMPCO System Parking to manage the daily operations of City-owned parking facilities in downtown Lincoln.

DISCUSSION

POLICY OR PROGRAM CHANGE: No

COST OF TOTAL PROJECT: \$47,868 per year

SOURCE OF FUNDS:

CITY: Parking Revenue - User Fees

NON CITY:

BENEFIT COST:

FACT SHEET PREPARED BY

REVIEWED BY:

Cilland all Director of Public Works & Utilities

CLK Fact Sheet-Parking Mgmt Contract LJH

8/25/co Capies of agreement to PW and AMPCO.

Management Agreement For City of Lincoln Parking Facilities

This agreement, made this <u>24</u> day of <u>luguet</u>, 2000 between the City of Lincoln, Nebraska, hereinafter referred to as "City" and Ampco System Parking hereinafter referred to as "Operator".

Whereas, the City owns the following parking facilities in the City of Lincoln:

Center Park Garage, 1120 "N" Street
Cornhusker Square Garage, 1220 "L" Street
University Square Garage, 101 N. 14th Street
Que Place Garage, 1111 "Q" Street
Carriage Park Garage, 1128 "L" Street
Market Place Garage, 925 "Q" Street
Lincoln Station Parking Lots, 7th, "P" to "Q" Streets
Lumberworks Parking Lot, 7th and "O" Streets

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Term

The City hereby employs and engages Operator to operate and manage the parking facilities described above and any additional parking facility which may come on line for a period of four years commencing on September 1, 2000 through August 31, 2004.

As the Market Place Garage is a new facility and opens August 1, 2000. Operator agrees to operate and manage this facility beginning August 1, 2000.

II. Operator Responsibilities

Operator shall be responsible for the day-to-day operations of the parking facilities, shall perform all normal and customary maintenance as required by the City and as necessary for the proper operation and care of the facilities. Operator shall maintain the premises neat and clean at all times, including all sidewalk areas adjoining the facilities and shall keep the City advised of their general condition and repair. Operator shall inform the City immediately of any observed defect in the condition or operation of the facilities. Operator shall submit, in writing, recommended changes in the operation, maintenance or graphics procedures deemed necessary or desirable. Operator shall notify the City of observed behaviors or deficiencies in security procedures and equipment. The final determination for any change shall rest solely with the City.

Operator shall keep and maintain the City parking facilities, its fixtures and equipment in good condition and repair at all times, including but not limited to:

- Perform preventative maintenance on all equipment in accordance with manufacturer's recommendations, to be paid by the City.
- The maintenance of parking control equipment shall be through a maintenance service contract, approved by the City, with the expense of such maintenance and repair charged as an item of operating expense to be paid by the City.

Any maintenance and repair which is made necessary as a result of the negligence or carelessness of the Operator or its agents or employees, shall be the exclusive responsibility of and be repaired or replaced by the Operator at no cost to the City, but only to the extent same is caused by negligence, misconduct or other fault of Operator, its agent or employees.

Operator shall at all times comply with all applicable Federal, State and City laws and ordinances, as well as any rules, regulations and instructions which the City may impose after signing of contract, subject to Operator's knowledge and approval of such.

Operator shall purchase all necessary supplies, materials and equipment in accordance with the City of Lincoln's purchasing ordinances. Such purchases shall be paid for or reimbursed by the City. All purchases will be made through the City's Purchasing Division, unless otherwise directed by the City.

Operator shall make available to the City the benefit of any savings resulting by reason of volume purchase of garage forms and/or other supplies, equipment and services.

Operator agrees to provide suitable and separate accounting for each facility on a cash basis financial system, at its own cost without charging the cost thereof as an operating expense, hereinafter defined:

- Accounts receivable details, accounts receivable aging, collection control, and payroll checks.
- Daily deposits and cash reports.
- Audit and reconcile bank deposits.
- Provide periodic inspections and procedures audits.
- Prepare annual operating budget.
- Payroll
- Monthly and hourly revenue
- Daily, Monthly and Annual Operating reports by facility
- Monthly operating and financial report electronically, to include the following:

Peak and average usage per facility for monthly and hourly parkers.

Average hourly turnover rates. Total lease parkers.

Total revenue by type.

Monthly floor plan information including key card numbers, name of customer, facility assigned to, number of vehicles, total amount billed, and lease rate for each vehicle. The floor plan report shall also track the number of key cards used,

along with available, damaged and lost cards. Operator agrees not to sell or trade any of this information.

Annual fixed assets report, in accordance with City format.

Annual rate survey of all parking facilities in the Central Business District.

Operator agrees to provide operating reports in formats approved by the City, as follows:

 Detailed daily report of business activity. This report identifies tickets by hours parked, charge and cash business, and validations.

Annual evaluation report of revenue by ticket type.

Annual expense and revenue report. This report identifies by month: revenue per day, revenue per space, revenue per day per space, expense per day per space.

Monthly summary report. This report is due to the City by the 20th day of the following month and identifies:

Total and average parking ticket type by month and year.

Average transient turnover rates.

Total lease parkers.

Average percent of occupancy.

Total ticket revenues.

Variances regarding money, tickets and total operations.

Software purchased and used by the Operator shall be compatible with the software used by the City in order to necessitate the electronic exchange of information and records. The City's SCAN and Access Control Systems will be utilized for applicable reports.

III. Management Fee

As compensation for the services of Operator herein, the City shall pay to Operator a fee of \$3,989 per month effective September 1, 2000 for the life of the contract. This fee includes the following:

•	Flat rate per space, 4,127 spaces at 70 cents	\$2,889
•	Insurance deductible	125
•	Employee Screening	475
٠	Overhead - for district manager travel	500
	Total	\$3,989

This fee is billable on a monthly basis and covers the City-owned and/or operated parking facilities as described in the preamble. Should additional parking facilities be added, the additional management fee will be 60 cents per space per month.

The fee for managing the Market Place Garage during the month of August 2000 is \$422. Pursuant to the City's agreement with the United States Government to operate the Federal Parking Garage on evenings and weekends, Operator shall operate the facility as determined by the City for \$12.15 per hour or at a rate mutually agreeable. This fee includes wages, taxes, workers' compensation insurance and benefits. Liability insurance will be an additional cost. The hourly rate will be reviewed annually and adjustment, if any, will be subject to City approval.

IV. Accounting and Reporting

The parking facilities' business covered by this agreement shall be carried on for the City under the names of:

Center Park Garage University Square Garage Carriage Park Garage Lincoln Station North Lot Lincoln Station South Lot Federal Parking Garage Comhusker Square Garage Que Place Garage Market Place Garage Lumberworks Parking Lot

The Operator, as part of the management fee, shall install and maintain a suitable, complete accounting system covering all parking facilities, sufficient to provide reports identified in other parts of this document, as well as utilizing the City's financial system as instructed by the City. The books, records and accounts shall, be open to inspection by the City or its authorized representatives during normal business hours. Reports shall be on a cash basis financial system.

Operator shall deposit daily all parking facilities' receipts to the credit of the City Treasurer in a bank designated by the City Treasurer. The deposits shall be reconciled and delivered to the City with a summary report which details the income by City business unit, type and denomination by the next business day.

Operator shall submit to the Director of Public Works & Utilities all operating expenses paid by Operator and the City shall reimburse Operator for all properly incurred operating expenses. Said expenses shall not include the carrying cost of said property such as building depreciation, real estate taxes, bond and other interest, rent, trustees fees, etc., but shall include but not be limited to the cost of labor, salaries, payroll taxes, uniforms, insurance, normal and customary maintenance and repair of equipment, postage and approved office space rental, and such other operating expenses as shall be approved in advance by the City.

City-owned equipment shall be used by Operator's personnel for City facilities only. Each piece of equipment shall be inventoried and reported to the City.

V. Personnel

Operator shall have on duty at all times sufficient personnel for the proper operation, maintenance, security and management of the parking facilities. The Operator shall select all on-site personnel. Any expenses relating to the hiring process shall be the Operator's. The City shall have approval authority for all job qualification descriptions and may require the replacement of any employee as allowed by law or collective bargaining agreements. All parking attendants shall be in uniform while on duty. City shall have approval authority for personnel policies and procedures.

Operator shall furnish a full-time professional resident parking manager to provide the on-going management for the parking facilities.

The Manager shall provide a minimum of 40 hours of service per week towards this contract, and when not available, shall delegate responsibilities and authority to a capable and responsible person. He/she is responsible for the operation of the parking facilities and must operate them as directed by the City of Lincoln. He/she must be available to the City for consultation on matters relating to the operation of the facilities and shall be responsible for recommending and implementing changes agreed to by the City. The Manager shall be retained by the Operator with approval by the City. Salary and salary adjustments for the Manager are subject to prior approval by the City. The City retains the right to request a replacement Manager at its discretion as allowed by law or any collective bargaining agreement. The Operator shall hold the City harmless from any claims of any nature from the Manager or employees for any purposes relating to operation of the City's facilities but only to the extent same are caused by negligence, misconduct or other fault of Operator its agent or employees.

The initial and any subsequent appointments or removal of a Manager will be the responsibility of the Operator, but will be with the approval of the Director of Public Works & Utilities.

All travel and relocation expenses for the Operator's personnel shall be the responsibility of the Operator, unless otherwise approved by the City in advance.

VI. Parking Rates

All fees charged for parking shall be determined by the City. The Operator shall review and recommend adjustments to the rates annually. The City shall advise Operator of changes in rates and the effective date of such changes. It is understood and agreed that all cashiered facilities shall participate in validation systems as the City shall determine. Operator agrees to provide such assistance as may be necessary to implement and operate such validation systems. Operator shall provide a rate analysis, annually.

VII. New Facilities

If new City parking facilities are constructed during this contract period or the City enters into an agreement with any other public agency or entity to operate a parking garage owned by such public agency or entity during this contract period, the Operator, upon request of the City, agrees to manage said facilities at an additional fee of 60 cents per space per month.

VIII. Office Space

The Operator shall have office space in Downtown Lincoln, as approved by the City. Cost to the City for this space will be passed to the City as an expense. The Operator shall receive written approval of the Director of Public Works & Utilities indicating the City's concurrence in the location and cost of the space, prior to use of the space. If the Operator uses the office space for management of parking facilities which are not part of the City contract, the office space expenses will be shared proportionately.

IX. Insurance

The Operator shall purchase insurance for the benefit and protection of the Operator and City, of the types listed below and such other coverage as the City and Operator may deem advisable at minimum limits shown and from such carriers as may be mutually agreeable, in accordance with the following insurance schedule.

	Minimum Requirement	
Type	Millimin redamenta	
Statutory Worker's Compensation	Per State Law	
Comprehensive General Liability Bodily Injury Limits	\$2,000,000 per occurrence \$2,000,000 aggregate	
Personal Injury Limits	\$1,000,000 per person aggregate \$1,000,000 general aggregate	
Property Damage Limits	\$1,000,000 aggregate	
Employee Fidelity Bond	\$100,000	
Garagekeeper's Insurance	\$250,000 per facility	

Garagekeeper's insurance is comprehensive coverage written on a "direct coverage primary basis". Coverage shall be subject to not more than a \$250 deductible, each automobile or more than a \$1,000 deductible per occurrence at minimum limits.

The City of Lincoln shall be added as an additional named insured, but only to the extent loss, liability or expense is caused by negligence, misconduct or other fault of Operator, its agent or employees, under this policy.

The Operator shall provide certificates of insurance of all insurance policies specified herein. No policy may be cancelled or non-renewed within thirty (30) days without written notice to the City.

X. Taxes and Assessments

City will pay directly to the taxing authorities all taxes and assessments levied upon or assessed with respect to the real and personal property of, within and adjacent to the premises.

XI. Equal Employment Opportunity

In connection with the performance of the work under this agreement, Operator agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, disability, national origin, age, marital status or receipt of public assistance. In the employment of persons, Operator shall fully comply with the provisions of Chapter 11.01 through 11.08 of the Lincoln Municipal Code, and shall take

affirmative action to ensure that applicants for employment and employees hired are to be duly appointed without regard to their race, color, religion, gender, sexual preference, disability, national origin, age, marital status or the receipt of public assistance, and shall make such accommodations in the work place as may be required for such employment.

XII. Notice

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served upon the party giving such notice, or may be mailed to the following addresses:

City

City Clerk City of Lincoln 555 South 10th Street Lincoln, NE 68508

Operator

Vice President Ampco System Parking 1459 Hamilton Avenue Cleveland, Ohio 44114

XIII. Termination

Upon breach of this agreement by Operator, City shall have the right to terminate this agreement by giving 60 days written notice to Operator of such termination and specifying the effective date thereof.

XIV. Assignment

This agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by Operator without written consent of the City.

XV. Integration Clause

This document contains the entire agreement between the parties hereto; and there are no inducements nor representations leading to the execution hereof except herein contained.

XVI. Independent Contractor

It is agreed that Operator is an independent contractor and performs its duties as such. It is expressly understood and agreed that neither Operator nor its employees shall be entitled to any benefits to which City employees are entitled, including but not limited to

overtime, retirement benefits, worker's compensation benefits, overtime, retirement benefits, injury leave or other benefits.

XVII. Execution of Agreement

This agreement shall be construed and interpreted according to the laws of the State of Nebraska.

In witness whereof, City and Operator have executed this agreement as of the date first written above.

Attest:

City of Lincoln, Nebraska

Fran E. Ross, Depetty.

Don Wesely, Mayor

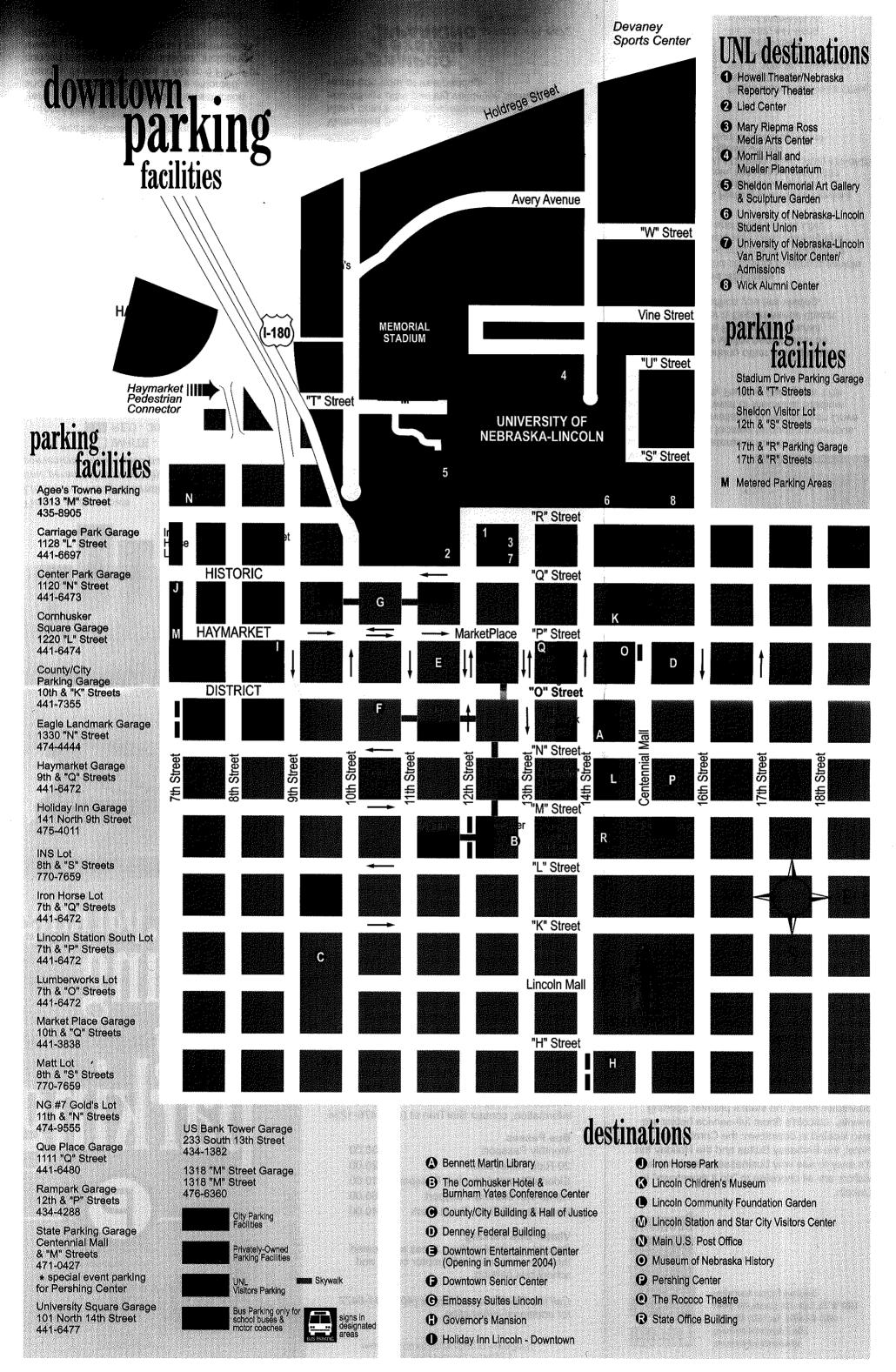
Attest:

Ampco System Parking

Ampce700

Mark Muglich, Vice President

JIYotL		Ordinance Resolution	Bill Control No. Date
	I NOOLIN L	X Resolution	COR-235 8-7-00 Docketing Date: 8-, 14-60
			PH. S-21-00
		······································	(To Be Entered By City Clerk)
Before using the	is form, see Administrative Regulation	1-1 Procedures for handling of	rdinance requests
DATE 7-31-00	REQUEST MADE BY:	DEPARTMENT	
	Allan L. Abbott		orks & Utilities
DESIRED DOCKET DATE 8-14-00 (P.H. 8-		GIVE REASON (See Art. 5, Sec.	2 of Charter)
Emergency Measure Required:			
Yes No			
REASONS OR JUSTIFICATION	N FOR PROPOSED LEGISLATION:		
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_	Mayor to approve a 4-year co	Sympontract with AMPCO $rac{S_{MP}}{Par}$	STAN COCCOO King System for
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REQUESTER DOES DOES NOT	WISH TO REVIEW AND APPROVE INANCE PRIOR TO ITS INTRODU	1 (10) 4	(Worthow)
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		DIRECTOR OF F	INANCE SIGNATURE
DISTRIBUTION		USED BY THE MAYOR'S OF	FFICE
White — City Clerk Green — Admin. Dir.	EMERGENCY MEASURE IS REQUESTING FACT"?	ЛRED	DATE
Canary — City Atty.	YES NO		
Pink — Finance Dept. Goldenrod — Department		ADMINISTO LTIV	E DIRECTOR'S SIGNATURE
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downtown Lincol New B.000 cublic is the second sec

downtown Lincoln convenient.

Downtown is the city's hub for government. education, entertainment, dining, nightlife, arts and culture, and specialty retail. While you're here, visit the Historic Haymarket for its Farmers' Market and fine antique shopping. Tour Nebraska's State Capitol, immerse yourself in culture at the Lied Center, attend a concert at Pershing Center, view fabulous works of art at the Sheldon Memorial Art Gallery, or share a day of fun with your family at the Lincoln Children's Museum. Home to Husker Athletics, Lincoln Saltdogs minor league baseball team, Lincoln Stars hockey team, Lincoln Capitols arena football team and host to the high school state tournaments, downtown offers the state's premier sporting events. Lincoln's finest full-service hotels are also located in downtown: the Cornhusker Hotel, the Embassy Suites and the Holiday Inn. It's easy to see why businesses, residents and visitors are all choosing to "do it downtown" in Lincoln.

Downtown Lincoln Association
1200 "N" St., Suite 101, Lincoln, NE 68508
(402) 434-6900 fax: (402) 434-6907
info@downtownlincoln.org
www.downtownlincoln.org



ASSOCIATION

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StarTran is a safe, convenient way to travel within the City. The system's fleet of modern busses operates on several regular and express routes throughout Lincoln, along with the Star Shuttle. Fares on regular and express routes are \$1.00 for adults. Children under four and elderly/disabled persons ride for free (Medicare card or Senior Saver photo ID required). Exact change is needed. All regular routes offer wheelchair accessability. Convenient bus passes are available at several locations. Disabled persons unable to use regular bus service may qualify for the specially equipped Handi-Van. Special Big Red Express shuttle bus service for all University of Nebraska home football games is also offered from various locations. For specific route and schedule information, contact StarTran at (402) 476-1234.

Bus Passes

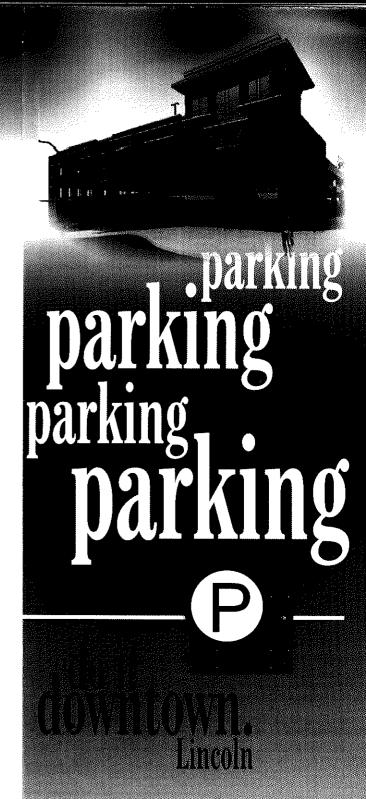
Monthly Passport	\$30.00
20-Ride Ticket Book	\$20.00
Elderly/Disabled Monthly Passport	\$10.00
Handi-Van Monthly Passport	\$60.00
Handi-Van 20-Ride Ticket Book	\$40.00

Visitor Bus Parking

Special on-street parking zones are located throughout downtown for motor coach and school bus parking.

Call the City Parking Office at (402) 441-6472 for additional information.

Designed by CITIZEN INFORMATION CENTER & Printed on Recycled Paper 2/2003





Visitors to downtown

Lincoln can easily determine the length of time permitted at meters by using the City's convenient, color-coded parking system.

WHITE - 10 minutes

RED - 30 minutes

YELLOW - 60 minutes

ORANGE - 90 minutes

GREEN - 2 hours

BROWN - 5 hours

BLUE - 10 hours

Cost

All city meters cost 50¢ per hour.

Malfunctions

Please report malfunctioning meters by calling (402) 441-7701.

Considerations

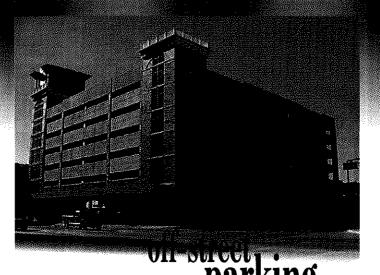
Most of Lincoln's parking meters have time limits of two hours or less. Meters providing longer times are in select areas throughout downtown. Meters are subject to certain conditions that can render them unavailable including weather, seasonal considerations or special events.

Lincoln offers numerous public-parking garages that accommodate longer times and provide clean, weather-protected parking.

Enforcement

Vehicles must adhere to the time restriction shown on the meter. Meters are enforced Monday through Saturday, 8 AM to 6 PM. For concerns about parking violations, including towing, call the Lincoln Police Department at (402) 441-7277.

www.ci.lincoln.ne.us/city/finance/treas/tickets.htm



Customers describe downtown Lincoln's parking accommodations

Cost

City Garages - \$1.00 /1st hour

as convenient and well managed.

75¢ each additional hour All-Day rate: \$5.50 *Monthly Rate: \$60.00

City Lots -

Rates as posted *Monthly Rate: \$45.00

* Monthly parking is offered at most parking facilities. For availability of City facilities and lots call the City parking office at (402) 441-6472. For information and rates on private garages contact the Downtown Lincoln Association at (402) 434-6900 or www.downtownlincoln.org.

Parking Programs

AMPCO System Parking operates the parking services and Information Center located at 317 S. 12th Street, Suite 101. The office provides value-added services to maximize your parking dollar.

Validation Services

Many downtown shops, restaurants, theaters, and offices offer parking validation stamps, each worth one hour of free parking.

Call **MAMPCO SYSTEM PARKING** at (402) 441-6472 for details.

Visitor Parking

visitors.

contractors and

and shuttle distance

of major campus facilities for students, faculty, staff, vendors,

Forking and Little
Iransit Services
Department provides
parking within walking

is available in metered areas and timecontrolled zones located throughout campus. Parking is also available in the Stadium Drive Parking Garage west of Memorial Stadium and the University Parking Garage at 17th and "R" Streets.

Lincoln

If utilizing any parking other than garage or metered areas, a visitor permit must be obtained from the Parking and Transit Services Office or a Departmental Guest Permit from the office you are visiting.

Faculty/Staff and Students

All faculty/staff and students parking a vehicle on UNL-controlled property are required to register that vehicle with UNL Parking and Transit Services and have a valid UNL Parking Permit.

UNL Parking and Transit Services 625 Stadium Drive, Suite A Lincoln, Nebraska 68588-0161 (402) 472-1800 Fax: (402) 472-0625 park@cwis.unl.edu www.unl.edu/park/park.html



Public Works / Business Office Parking Division 555 S. 10th St. / Suite 203 Lincoln NE 68508 (402) 441-7548 fax: (402) 441-8609 www.ci.lincoln.ne.us